

**Yellowstone Recreations, L.L.C. dba Sleeping Giant Ski Area
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for my participation in the season pass program 2016-2017
At Sleeping Giant Ski Area, I understand, agree and acknowledge as follows:

1. I understand that skiing, snowboarding, or participating in any other activities at Sleeping Giant Ski Area ("SGSA") can be dangerous. I further understand that there are inherent and other risks and dangers associated with these activities, which include, but are not limited to, variations in terrain; existing and changing snow conditions; slick or uneven walking surfaces; surfaces covered with ice and snow; changing weather conditions; lightning; difficulty with route finding; high altitude; loading riding and unloading ski lifts, mechanical and equipment failures; rocks; stumps; trees; cliffs; streams; closed areas; collisions with other skiers; avalanche and non-avalanche related snow immersion; collisions with natural and man-made objects and features which may not be marked. Snowmaking and grooming activities and equipment, and snowmobiles may be encountered at any time. I recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the above activities and I understand that accidents, injury, illness, incapacity or death can arise in conjunction with participating in the above activities. In consideration for participating in any activities at SGSA, I hereby agree to accept and assume any and all risks in connection with such activities.
2. I understand that participation in the season pass program is subject to any and all rules, regulations and policies that are established from time to time by SGSA. In addition, I have read and understood and will obey the attached Sleeping Giant Ski Area Winter Season Pass Information, Rules and Regulations. If I am signing this agreement on behalf of a minor, I certify that I have explained the Rules and Regulations to them. I further understand that participation in the season pass program provides me with the use of the facilities, ski area and ski lifts at SGSA as they may be operated during the season for which the pass is valid and that this release is applicable to each and every day I participate in any of the above activities at SGSA.
3. I further agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend SGSA, the United States, and their respective subsidiaries and/or affiliates, representatives, assignees, officers, directors, shareholders, employees, agents, and insurance carriers (hereinafter "Releasees") from and against any and all claims, demands, causes of action, liabilities, actions, and any and all medical expenses or other related expenses, including damage to property, asserted by others, by me, or on my behalf, my estate, executors, heirs, or assigns brought under any theory of legal liability, INCLUDING NEGLIGENCE, arising directly or indirectly out of my use of the facilities, ski area or ski lifts at SGSA, or my presence on SGSA premises. The above release includes, but is not limited to, any and all damages occasioned in the event of an incident, illness, or other incapacity, death, or damage to property, however caused. If I want financial protection against personal injuries, then I understand I must obtain my own life, liability and health insurance to protect my family members and myself.
4. I consent to the use by SGSA of any pictures for commercial purposes, or otherwise, of me in connection with the activities of SGSA.
5. I warrant that I am in good physical condition and know of no medical or health reasons why I should not participate in any of the above activities. I authorize Releasees and/or their authorized personnel to transport me or arrange for my transportation to a medical clinic or other medical facility should I become incapacitated and unable to make an informed decision. I agree that upon such transport, Releasees shall not have any further responsibility for me and I agree to indemnify and hold harmless Releasees from any costs incurred therein or any claims originating therefrom.
6. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by Wyoming law. I further understand and agree that this agreement shall be binding to the fullest extent permitted by law and that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the Releasees shall be submitted to the jurisdiction of the state court in Wyoming, Park County, and that no claims against the Releasees shall be brought in any other jurisdiction or venue.
7. I further state that I am of lawful age and legally competent and agree to abide by the terms and conditions set forth herein. I have carefully read this release, understand its contents, and understand that the terms of this document are contractual and not a mere recital. I am aware that I am releasing certain legal rights that I otherwise may have and I have signed this document of my own free act.

Participant's Name (s) (Please Print) _____

E-mail: _____ Phone: _____

Mailing Address: _____

Signature: _____ Date: _____

Participant Under 18 Years of Age: In signing this Liability Release on behalf of a minor (less than 18 years of age) (the "Child"), I represent that I am the parent and/or legal guardian of such Child; as the parent or guardian signing this agreement for the Child, I acknowledge and agree that I have read the above agreement, and that by signing this agreement on behalf of the Child, I and the Child agree to be bound by its terms; I hereby agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend Releasees **from and against any and all claims, demands, causes of action, liabilities, actions, and any and all medical expenses or other related expenses, including damage to property, asserted on behalf of the Child, the Child's estate, executors, heirs, or assigns or any other third party, brought under any theory of legal liability, INCLUDING NEGLIGENCE. I understand that it is my responsibility to fully inform SGSA of any special needs my child may have.** I accept responsibility for all the Child's medical expenses incurred in connection with any of the above activities. I agree to indemnify the Releasees for any and all claims whatsoever brought by the Child; and I agree to indemnify the Releasees for any and all claims whatsoever brought by a third party arising in connection with the Child.

SIGNATURE (PARENT/GUARDIAN) _____

DATE _____

OVER PLEASE

Sleeping Giant Ski Area- WINTER 2016-2017
SEASON PASS INFORMATION, RULES, AND REGULATIONS

If you violate any rules, regulations or policies of the Sleeping Giant Ski Area (“SGSA”) or Wyoming Law, or misuse your Pass, SGSA, at its sole and absolute discretion, MAY REVOKE YOUR SKI PASS.

All Sleeping Giant Passes are referred to as a *Pass or Passes* or *Season Passes* herein. Any tickets issued pursuant to any pass program shall be subject to these same rules, regulations and policies.

SGSA FACILITIES, SKI AREA AND SKI LIFTS

- Your Pass entitles you to utilize the facilities, ski area and ski lifts at SGSA. The number of operating days advertised is the maximum for any given Pass. The days and hours of operation may change due to circumstances that require lift closures or prevent openings, including without limitation mechanical failures, shortage of employees, weather conditions, business conditions or any other conditions or circumstances. SGSA reserves the right, in its sole and absolute discretion, to change the operating days and/or number of lifts operating daily for any reason.

PASS HOLDER’S RESPONSIBILITIES

- It is your responsibility to know and adhere to the skier and snowboarder responsibility code (see below).
- **You must bring your Pass with you every day that you ski or snowboard. The lift attendant must check your Pass each time you access any lift. Passes must be worn in visible or easily accessible place.**
- **You must be prepared to show your Pass to any lift attendant, ski patroller, or other SGSA personnel upon request.**
- **If your Pass is misused in any way, regardless of circumstances, your Pass may be revoked for a minimum of seven (7) days and for as long as the remainder of the season and future seasons.** Infractions are kept on record for three (3) years. “Misuse” includes but is not limited to:
 - Skiing/Snowboarding in closed areas or closed cliff areas.
 - Skiing/Snowboarding fast in areas of high traffic, slow skiing areas, on beginner slopes and other inappropriate areas.
 - Skiing/Snowboarding out of control or at excessive speeds.
 - Blind jumping and jumping into areas of high traffic.
 - Skiing/Snowboarding across a race course without proper authorization.
 - Ski or snowboard instructing in any manner, whether for pay in money, services, goods or any other consideration.
 - Skiing/Snowboarding under the influence of drugs or alcohol.
 - Use of your Pass by anyone other than the Pass holder. If your Pass or the accompanying ticket is used by anyone other than yourself, you may also be charged the full daily rate for each day of misuse.
 - Any other inappropriate behavior, as determined by SGSA.
- If your Pass is lost or stolen, it is your obligation to report such to the Service Manager @ 307-587-3125 immediately.
- **Lost, stolen, damaged or reissued Passes will be replaced at a cost of \$20.00 each.**

TRANSFERABILITY AND REFUNDS

- **Season Passes are NON-TRANSFERABLE and NON-REFUNDABLE** (except as provided below).
- **NO REFUNDS**, except when injury restricts skiing for a portion of the season. In such cases a refund will be issued only after the Pass is turned in with an original medical note signed by a physician. **A request for a refund hereunder must be received by the Ticket Office by April 1, 2017.** All refunds will be prorated and a service charge will be assessed.
- **Forgotten pass** – If a pass-holder forgets their pass they must get a complimentary ticket to ride the lifts. Any situation in which the pass is found skiing on a day where a complementary ticket was issued will be considered theft and the sheriff’s department will be notified. A record will be kept any pass that is forgotten over 5 times may be subject to pay the \$20.00 replacement fee to obtain a new pass.

KNOW YOUR RESPONSIBILITY CODE. SKI/SNOWBOARD BY IT. LIVE BY IT.

1. **Always stay in control, and be able to stop or avoid other people or objects.**
2. **People ahead of you have the right of way. It is your responsibility to avoid them.**
3. **You must not stop where you obstruct a trail or are not visible from above.**
4. **Whenever starting downhill or merging into a trail, look uphill and yield to others.**
5. **Always use devices to help prevent runaway equipment.**
6. **Observe all posted signs and warnings. Keep off closed trails and out of closed areas.**
7. **Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.**

This is a partial list. Be safety conscious. Officially endorsed by: NATIONAL SKI AREAS ASSOCIATION.

Please Initial Here